

Cheryl R. Winn
Attorney At Law

April 12, 2004

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

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COMMISSION

Re: CAT Communications International, Inc., Complainant v.
BellSouth Telecommunications, Inc., Defendant
PSC 2004-00019

Dear Mr. Dorman:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of BellSouth Telecommunications, Inc.'s Response to the Dual Data Request of Commission Staff to CAT Communications, Inc. and BellSouth Telecommunications, Inc.

Very truly yours,



Cheryl R. Winn

cc: Parties of Record

Enclosure

534648

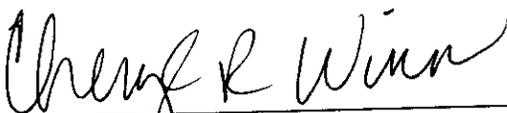
REQUEST: As a matter of law, does KRS 65.760(3) override Section 1.1.5 of Attachment 7 to the Interconnection Agreement between CCI and BellSouth? Explain in detail.

RESPONSE: No. Pursuant to the terms of the interconnection agreement between CCI and BellSouth, BellSouth collects the "911" fee from CAT, deducts the costs of administration, and remits the funds to the counties in accordance with KRS 65.760. The statute is silent with respect to whether private telecommunications carriers can contractually delegate the obligation to collect and remit the funds. Indeed, nothing in KRS 65.760 prohibits such an arrangement as agreed to by CCI and BellSouth in the interconnection agreement.

A long established rule of statutory construction in Kentucky is "the true intention or the will of the Legislature is the law." *Asher v. Stacy*, Ky., 185 S., W.2d 958, 959 (1945). The general intent is the key to interpretation of the statute. *Id.* Here, the clear intent of KRS 65.760 is for "911" funds to be collected and remitted to the appropriate local governmental entity. The terms of the agreement between BellSouth and CCI clearly effectuate the general intent of the statute which is the collection and remittance of the "911" funds. Accordingly, because nothing in KRS 65.760(3) provides otherwise, as a matter of law, the statute does not override Section 1.1.5 of Attachment 7 to the interconnection services agreement between CCI and BellSouth.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individuals by mailing a copy thereof, this 12th day of April 2004.



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